

RG 104, 8NS-104-94-077
Box 2

8NS-104-94-077, Miscellaneous
Correspondence & Memos, 1897-1994

John D. McElwain and Co., general excavators 7/12/97

CONTRACT

2 BETWEEN THE

3 UNITED STATES OF AMERICA

4 AND

5 *John D. W. Gilroy & Company,*

6 *Denver, Colorado,*

7
8 **Whereas**, By advertisement duly made and published according to law, proposals were asked for *furnishing all of*
9 *the labor & materials required for the work herein provided for,*

10 ; and

11
12 **Whereas**, the proposal of *John D. W. Gilroy & Company*

13 , furnished in response thereto,

14 was duly accepted on the *twelfth* day of *July*, 189*7*, on condition that *they*

15 execute a contract in accordance with the terms of *their* bid.

16 **Now, therefore, this agreement**, made and entered into by and between *O. L. Spaulding, Acting*

17 Secretary of the Treasury, for and in behalf of the United States of America, of the first part, and,

18 *John D. W. Gilroy & Robert Lindley, doing business under the firm name of John D. W. Gilroy*
19 *& Company, of the City of Denver, County of Arapahoe & State of Colorado,*

20 of the second part,

21 **Witnesseth**: That the party of the second part for the consideration hereinafter mentioned, covenants and agrees to and

22 with the party of the first part to furnish all of the labor and materials and do and perform all the work required *to complete the*
23 *general excavation, test pit excavation & preliminary grading for the United States Trust Building*
24 *in the City of Denver, County of Arapahoe & State of Colorado,*

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33 in strict and full accordance with the requirements of drawings numbered *1 B*

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36 and such other detail drawings as may be furnished to the party of the second part by the Supervising Architect of the United States
37 Treasury Department; the advertisement for proposals, dated *June 15*, 189*7*; "General Instructions and
38 Information;" the specification for the work; the proposal dated *July 3*, 189*7*, addressed to the said
39 Supervising Architect by the said party of the second part; and letter dated *July 12*, 189*7*, addressed
40 to the said party of the second part by *L. J. Gage* Secretary of the Treasury,
41 accepting said proposal;

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45 a true and correct copy of each of which said papers is attached hereto and forms a part of this contract; and which said numbered
46 drawings, bearing the signature of the said Supervising Architect and the signature of the said party of the second part, are on file in
47 the Office of the Supervising Architect of the United States Treasury Department, and are hereby made a part of this contract.

1 And the said party of the second part further covenants and agrees that all of the materials used shall be of the very best quality;
2 that all of the work performed shall be executed in the most skillful and workmanlike manner; and that both the materials used and
3 the work performed shall be to the entire and complete satisfaction of the said Supervising Architect.

11 It is further covenanted and agreed that the entire work shall be completed within thirty (30) days
12 from the date of the approval of the bond hereto attached;

13 that any particular portion of the work herein provided for shall be completed within such reasonable time as may be hereafter
14 definitely specified by the said party of the first part in written notice to the said party of the second part; and that should the said
15 party of the second part fail to complete the entire work or any particular portion of the work within the time so specified, then the
16 said party of the second part shall forfeit to the said party of the first part ten (10) dollars
17 per diem, as liquidated damages, for each and every day thereafter until the completion of the same; provided, that if, through any
18 fault of the party of the first part, the party of the second part is delayed in the execution of the work included in this contract, the
19 party of the second part shall be allowed one day additional to the time above stated for each and every day of such delay so caused,
20 the same to be ascertained by the Supervising Architect; provided, further, that no claim shall be made or allowed for damages which
21 may arise out of any delay caused by the party of the first part.

22 The party of the second part further covenants and agrees to hold and save the United States harmless from and against all and
23 every demand, or demands, of any nature or kind, for, or on account of, the use of any patented invention, article, or appliance,
24 included in the materials hereby agreed to be furnished under this contract.

25 It is further covenanted and agreed by and between the parties hereto that the said party of the second part will, at their
26 own expense, comply with all municipal building ordinances and regulations, in so far as the same are binding upon the United States,
27 and obtain all required licenses and permits, and be responsible for all damages to person or property which may occur in connection
28 with the prosecution of the work; that all work called for by the drawings and specifications, though every item be not particularly
29 shown on the first or mentioned in the second, shall be executed and performed as though such work were particularly shown and
30 mentioned in each, respectively, unless otherwise specifically provided; that all materials and work furnished shall be subject to the
31 approval of the said Supervising Architect; and that said party of the second part shall be responsible for the proper care and
32 protection of all materials delivered and work performed by them until the completion and final acceptance of same.

33 It is further covenanted and agreed by and between the parties hereto that the said party of the second part will make any
34 omissions from, or additions to, the work or materials herein provided for whenever required by said party of the first part; the
35 valuation of such work and materials, if not agreed upon, to be determined on the basis of the contract unit of value of material and
36 work referred to; or, in the absence of such unit of value, on prevailing market rates; which market rates, in case of dispute, are to
37 be determined by the said Supervising Architect, whose decision with reference thereto shall be binding upon both parties; and that no
38 claim for damages, on account of such changes or for anticipated profits, shall be made or allowed.

39 It is further covenanted and agreed that no claim for compensation for any extra materials or work is to be made or allowed,
40 unless the same be specifically agreed upon in writing or directed in writing by the party of the first part; and that no addition to, or
41 omission from, the work herein specifically provided for shall make void or affect the other provisions or covenants of this contract,
42 but the difference in the cost thereby occasioned, as the case may be, shall be added to or deducted from the amount of the contract;
43 and, in the absence of an express agreement or provision to the contrary, no addition to, or omission from, the work herein specifically
44 provided for shall be construed to extend the time fixed herein for the final completion of the work.

45 It is further covenanted and agreed by and between the parties hereto that all materials furnished and work done under this
46 contract shall be subject to the inspection of the Supervising Architect, the superintendent of the building, and of other inspectors
47 appointed by the said party of the first part, with the right to reject any and all work or material not in accordance with this contract;
48 and the decision of said Supervising Architect as to quality and quantity shall be final. And it is further covenanted and agreed by
49 and between the parties hereto that said party of the second part will at their expense, within a reasonable time to be specified by
50 the Supervising Architect, remedy or remove any defective or unsatisfactory material or work; and that, in the event of their failure
51 immediately to proceed and faithfully continue so to do, said party of the first part may have the same done and charge the cost
52 thereof to the account of said party of the second part.

53 It is further covenanted and agreed by and between the parties hereto that until final inspection and acceptance of, and payment
54 for, all of the material and work herein provided for, no prior inspection, payment or act is to be construed as a waiver of the right of
55 the party of the first part to reject any defective work or material or to require the fulfillment of any of the terms of the contract.

1 It is further covenanted and agreed by and between the parties hereto that if the said party of the second part shall fail to
2 complete the work herein contracted for, or any part thereof, in accordance with this agreement within the time herein provided for, or
3 shall fail to prosecute said work with such diligence as in the judgment of the party of the first part will insure the completion of the
4 said work within the time hereinbefore provided, the said party of the first part may withhold all payments for work in place until
5 final completion and acceptance of same, and is authorized and empowered, after eight days' due notice thereof in writing, served per-
6 sonally upon or left at the shop, office, or usual place of abode of the said party of the second part, or with *their* agent, and the
7 said party of the second part having failed to take such action within the said eight days as will, in the judgment of the said party
8 of the first part, remedy the default for which said notice was given, to take possession of the said work in whole or in part and of all
9 machinery and tools employed thereon and all materials belonging to the said party of the second part delivered on the site, and, at the
10 expense of said party of the second part, to complete or have completed the said work, and to supply or have supplied the labor,
11 materials, and tools, of whatever character necessary to be purchased or supplied by reason of the default of the said party of the
12 second part; in which event the said party of the second part shall be further liable for any damage incurred through such default
13 and any and all other breaches of this contract.

14 And the said party of the first part, acting for and in behalf of the United States, covenants and agrees to pay, or cause to be
15 paid, unto the said party of the second part, or to *their heirs, executors, administrators, or assigns*

16
17 in lawful money of the United States, in consideration of the herein recited covenants and agreements made by the party of the second
18 part, the sum of *three thousand five hundred and ninety-four dollars (\$3,594.00)*

28 And the party of the first part covenants and agrees that payments will be made in the following manner, viz: *ninety (90)*
29 per cent (*nine (9)* tenths) of the value of the work executed and actually in place, to the satisfaction
30 of the party of the first part, will be paid from time to time as the work progresses (the said value to be ascertained by the party of the
31 first part), and *ten (10)* per cent (*one (1)* tenth) thereof will be retained until the completion of the entire work, and the
32 approval and acceptance of the same by the party of the first part, which amount shall be forfeited by said party of the second part in
33 the event of the nonfulfillment of this contract; it being expressly covenanted and agreed that said forfeiture shall not relieve the party
34 of the second part from liability to the party of the first part for any and all damages sustained by reason of any breach of this contract.

35 It is an express condition of this contract that no Member of Congress, or other person whose name is not at this time disclosed,
36 shall be admitted to any share in this contract, or to any benefit to arise therefrom; and it is further covenanted and agreed that this
37 contract shall not be assigned.

38 In witness whereof, The parties hereto have hereunto subscribed their names this
39 *Twelfth* day of *July* A. D. 189*4*.

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46 All erasures, alterations, and interlineations to be noted here before execution.

We hereby certify that this contract and bond have been correctly prepared and compared:

Jas. A. Watson
Chief of the Law and Records Division.

Richard L. Church
Chief of the Computer's Division.

O. L. Spaulding
Secretary of the Treasury.

J. A. W. Acting

Witnesses to the signature of the Contractor:

Case E. Harrington
Fred Harrington

John S. M. Libbey & Co.
Contractor.

Two witnesses.

BOND.

Know all men by these presents, That we, John D. McElroy and Robert Linday doing business under the firm name of John D. McElroy & Company

of the City of Denver, County of Arapahoe and
State of Colorado, principals, and Frank Anderson
of the City of Denver, County of Arapahoe and
State of Colorado, and Charles J. Reilly
of the City of Denver, County of Arapahoe and
State of Colorado, sureties, are held and firmly bound unto the United States of America in
the sum of eighteen hundred (1800⁰⁰) dollars, lawful
money of the United States, for the payment of which, well and truly to be made to the United States, we bind ourselves, our heirs,
executors, and administrators, jointly and severally, firmly by these presents.

Sealed with our seals and dated this Twenty-second day of July-
A. D. 1897.

The condition of the above obligation is such, That whereas the said John D. McElroy & Company
have entered into a certain contract, hereto attached, with O. L. Spaulding - Acting
Secretary of the Treasury, acting for and in behalf of the United States, bearing date the twelfth
day of July, A. D. 1897: Now, if the said John D. McElroy & Company

shall well and truly fulfill all the covenants and conditions of said contract, and shall perform all the undertakings therein stipulated by
them to be performed, and shall well and truly comply with and fulfill the conditions of, and perform
all of the work and furnish all the labor and materials required by, any and all changes in, or additions to, said contract which may
hereafter be made, and shall perform all the undertakings stipulated by them to be performed in any and all such changes
in, or additions thereto, notice thereof to the said sureties being hereby waived, and shall promptly make payment to all persons
supplying them labor or materials in the prosecution of the work contemplated by said contract, then this obligation to be void;
otherwise to remain in full force and virtue.

In testimony whereof, The said John D. McElroy and Robert Linday, doing business under the
firm name of John D. McElroy & Company, principal S, and Frank Anderson,
and Charles J. Reilly, sureties,

have hereunto subscribed their hands and affixed their seals the day first above written.

Signed, sealed, and delivered in presence of—
Cass C. Herrington and
Chas. Herrington
as to John D. McElroy
and Robert Linday

as to
James Cooke
George Petrie

as to
James Cooke
George Petrie

as to
James Cooke
George Petrie

John D. McElroy
By Robert Linday - His Attorney in fact
Robert Linday

Frank Anderson

Charles J. Reilly

Two witnesses to each signature.

[SEALS.]

District

1 STATE OF Colorado
2 COUNTY OF Arapahoe

3 Personally appeared before me, a Clerk of the District Court of the United States in and for
4 said District of Colorado, the said Frank Anderson and Charles J. Reilly

5
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7
8
9 who signed the above obligation, and who made solemn oath that they are each worth Twenty-five thousand dollars
10 (\$25000) over and above their just debts and legal liabilities.

11 SWORN TO AND SUBSCRIBED as above written, before me
twelfth second day of July, 1897.

R. W. Supper, Clerk
U. S. Dist. Court Colo.

F. W. Supper Clerk-

Frank Anderson

F. W. Supper Clerk-

Charles J. Reilly

Office of the U. S. Clerk of District Court-
DISTRICT OF Colorado-

Denver July 22d

A. D. 1897.

I hereby Certify That Frank Anderson and Charles J. Reilly

the sureties who have signed the foregoing bond, are known to me as residents of the City of Denver-
, and citizens of the United States, and are amply sufficient
security for the amount thereof, and that the bond is good.

Francis W. Supper Clerk
U. S. Dist. Court Colorado-

Carbon Copy
No. 5961

CONTRACT OF

John J. McQuinn
OF *Denver, Colo.*

For *General Recreation, etc.*

For U. S. Hunt

At *Denver, Colo.*

Dated *July 14*

Amount, \$ *3,594*

Time to complete *30 days*

Penalty for each day's delay \$ *10*

Bond dated *July 22*

Amount of Bond, \$ *1800*

The Following Instructions Must be Particularly Observed and Complied With, viz:

- 1st. The Christian names must be written in the body of the bond in full, and so signed to the bond.
- 2d. A seal of wax or water must be attached to each signature on the bond. No seals required for signatures to contract except corporate seals.
- 3d. Each signature must be made in the presence of two persons, who must sign their names as witnesses.
- 4th. Each surety must make and sign an affidavit of the amount he is worth after paying his just debts, and deducting all exemptions by the laws of the State in which he resides, and liabilities of whatever nature, as per form herewith.
- 5th. A district judge or attorney of the United States, or clerk of a United States court, must certify that the sureties are sufficient to pay the penalty of the bond.
- 6th. The affidavits of the sureties must be taken and signed before an officer authorized to administer oaths generally. The officer must certify that he administered the oaths. If the magistrate is not a judge of the United States court, his authority to administer oaths must be certified by the clerk of a court of record having official knowledge of that fact.
- 7th. Bond must be dated.
- 8th. Residence of principal and sureties must be distinctly stated.
- 9th. The sureties must justify in amounts, the aggregate of which will be equal to twice the penal sum of the bond.
- 10th. When the contracting party is a partnership concern, the contract must be signed with the firm name without seal, and the bond must be signed by each member of the firm with seal to each signature; when a corporate body, there should be attached to the contract, duly authenticated evidence that the officer or officers executing the contract and bond, have authority to do so, and the corporate seal must be affixed to each instrument.

Treasury Department

OFFICE OF THE SUPERVISING ARCHITECT.

July 26, 189*4*.

Respectfully referred to the Solicitor of the Treasury for examination and indorsement.

J. S. Johnston
Chief Executive Officer.

J. A. W.

Department of Justice,

OFFICE OF THE
SOLICITOR OF THE TREASURY.

July 28, 189*4*.

I have examined the within contract and bond as to form and execution, and in these respects they are approved when the contract is duly executed on behalf of the United States.

H. J. H. Perkins
Assistant Solicitor of the Treasury.

C. E. C.

Treasury Department,

OFFICE OF THE SECRETARY.

July 29, 189*4*.

The within bond is hereby approved.

C. E. C.
Chief Secretary.

J. A. W.

Treasury Department -

Wm. H. C. C.

July 30-1894

I hereby certify that the within is a true and correct copy of the original contract and bond on file in the Department

A. H. Johnston

Acting Chief Executive Officer

PROPOSALS FOR THE GENERAL EXCAVATION, ETC., FOR THE U. S. MINT AT
DENVER, COLO.

TREASURY DEPARTMENT, Office Supervising Architect, Washington,
D.C., June 15, 1897. SEALED PROPOSALS will be received at this office until 2 o'clock, P.M., on the 8th day of July, 1897, and opened immediately thereafter, for all the labor and materials required for the general excavation and test pits for the U.S. Mint building at DENVER, COLO., in accordance with drawing and specification, copies of which may be had at this office or at the office of the Superintendent at Denver, Colo. Each bid must be accompanied by a certified check for a sum not less than 2% of the amount of the proposal. The right is reserved to reject any or all bids and to waive any defect or informality in any bid should it be deemed in the interest of the Government to do so. All proposals received after the time stated will be returned to the bidders.

Proposals must be enclosed in envelopes, sealed and marked, "Proposal for the General Excavation, etc., for the U.S. Mint at Denver, Colo.", and addressed to C.E. Kemper, Acting Supervising Architect.

N.B.

The regulations of the Department strictly prohibit the consideration of bids received after the time stated for opening in the advertisement. Bidders are therefore requested to allow ample time for the transmission of their bids by mail. Registered letters usually reach this office at least 24 hours behind the regular mail.

JOHN D. MC GILVRAY & CO.

Denver, Colorado

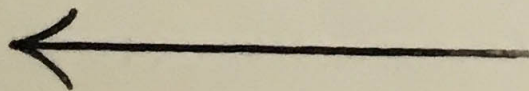
Contract for general excavation, test pit
excavation, and preliminary grading.

Signed: July 12, 1897

Contract Worth: \$ 3,594.00

30 days to complete.

\$ 10.00 per day penalty for delays.



GENERAL INSTRUCTIONS AND INFORMATION.

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT.

PROPOSALS for General Excavation, etc., for the

U. S. Mint, Denver, Colo.

invited by public advertisement, dated June 15, 1897.

BLANK FORM.

Each bidder must obtain a blank form of proposal from the Office of the Supervising Architect and prepare and submit his proposal thereon. The original drawings named in the specifications will be retained in the Office of the Supervising Architect, and tracings or photographic copies of the same will be furnished bidders upon application therefor.

RETURN OF DRAWINGS.

Parties obtaining copies of drawings must return them within **15** days from the time of receipt.

COMPETENCY OF BIDDER.

Proposals from parties who are not known to be regularly and practically engaged in the class of work called for by the drawings and specifications, or who do not possess ample facilities for doing the same, will not be considered.

PRELIMINARY REQUIREMENTS.

Before submitting a proposal, each bidder must make a careful examination of the drawings and specifications, and fully inform himself as to the quality of materials and character of workmanship required, and make a careful examination of the place where the materials are to be delivered and the work performed, and make all necessary measurements.

QUALITY OF MATERIALS.

Unless otherwise specified, the materials furnished must be of the best quality, make, and device for the purpose required, and the bidder must make his estimates accordingly.

FORM OF PROPOSAL AND SIGNATURE.

Each bidder must state in his proposal, in writing and in figures (without interlineation, alteration, or erasure), the sum of money for which he will supply the materials and perform the work required by the drawings and specifications, and in the event he is willing to complete the work in a shorter period than the limit fixed by the specification (or if no limit be so fixed), the time for completion.

The proposal must be signed with the full name, address, and place of residence of the bidder; if the bidder be a copartnership, then in the copartnership name by a member of the firm, and the names and addresses in full of each member of the firm must be given; and if a corporation, by an officer in the corporate name, and the corporate seal must be attached to the signature.

FORFEITURE FOR DELAY.

Each bidder must understand that, should his proposal be accepted, he is to forfeit to the United States the sum of **ten** dollars (**\$10.00**) as liquidated damages, for each and every day's delay not caused by the Government that may occur beyond the time stipulated in his proposal for the supply of all the materials and the performance and completion of the work; subject, however, to the discretion of the Secretary of the Treasury; and that he is to be entitled to one day, in addition to said stipulated time, for each and every day's delay that may be caused by the Government.

ALTERATIONS AND ADDITIONS.

The Department reserves the right to make any additions to or omissions from the work or materials herein provided for; the valuation of such work and materials, if not agreed upon, to be determined on the basis of the contract unit of value of material and work referred to; or, in the absence of such unit of value, on prevailing market rates; which market rates, in case of dispute, are to be determined by the Supervising Architect, whose decision with reference thereto shall be binding upon both parties; and that no claim for damages, on account of such changes or for anticipated profits, shall be made or allowed.

CERTIFIED CHECK.

Each bidder must submit with his proposal a certified check, in a sum equal to **2** per cent of the amount of his proposal, drawn to the order of the Treasurer of the United States, and the proceeds of said check shall become the property of the United States, if, for any reason whatever, the bidder, after the opening of the bids, withdraws from the competition, or if he refuses to execute the contract and bond required in the event of the said contract being awarded to him.

The checks submitted by the unsuccessful bidders will be returned to them after the approval of the contract or bond to be executed by the successful bidder.

Bidders are hereby notified that the certified check required with their bid must be drawn to the order of the Treasurer of the United States; a check drawn to bidder's own order or to order of any other person than the Treasurer of the United States, although indorsed by the party to whose order it is drawn, and although certified or accepted by the bank on which it is so drawn, will not be accepted as a certified check such as is required under this invitation.

SAMPLES.

Where the work contemplated by the advertisement requires the use of stone, each bidder must submit with his proposal a sample of the stone which he offers to furnish; and in all other cases the successful bidder must promptly furnish samples, in duplicate, of such materials as may be designated by the Supervising Architect within the time required, and no material must be put in place until after the approval of such samples. No bids for construction of stonework will be considered unless the sample is furnished as required, and any delay on the part of the contractor in furnishing samples of material will be considered as a waiver of any claim for remission of penalties for delay in completion of contract. Each sample must be properly labeled with the title and location of the building, and the name of the contractor plainly marked thereon; and, if of stone, must bear the name and location of the quarry from which obtained; and, if of brick, show the place of manufacture. In case of failure to comply with these requirements, the Department shall have the right to reject the proposal of any bidder and forfeit his certified check.

PROTECTION OF WORK AND MATERIALS.

All work and materials embraced in his contract shall remain at the risk of the contractor until the final completion and acceptance of the same; and the contractor must, at his expense, take out all necessary policies of insurance for his protection.

FORM OF CONTRACT.

The contract which the bidder agrees to enter into shall be in the form adopted and in use in the Office of the Supervising Architect; blank forms of which can be inspected at said office, and will be furnished, upon request being made, to parties proposing to put in bids. Bidders are understood as agreeing to accept the terms and conditions contained in such form of contract, the right being reserved to the Treasury Department to add to, or modify, said form of contract at will.

PARTIES IN INTEREST.

No officer of the Treasury Department, superintendent, inspector, clerk, employee, or other person in any manner connected with the Office of the Supervising Architect, shall be interested, either directly or indirectly, in the contract or work herein provided for, or be entitled to any benefit derived therefrom; and any violation of this understanding shall work a forfeiture of all moneys which may become due to the successful bidder.

SUBCONTRACTORS.

No subcontractor or person furnishing material, or employed by the contractor, will be recognized, except as provided for by act of Congress approved August 13, 1894, which act requires that, before the commencement of the work, the contractor shall execute a penal bond, with good and sufficient surety, providing that he shall promptly make payments to all persons supplying him labor and materials in the prosecution of the work provided for in such contract.

PAYMENTS.

Payments will be made monthly, as near as may be, on account of the work satisfactorily executed and in place in the building. Such payments will be based upon the estimated value of the quantity of such work as ascertained by the Supervising Architect by computation from the contract unit of value, less ten per cent of such estimate, which will be retained until the entire and satisfactory completion, final inspection, and acceptance of all the materials and work embraced in the contract, at which time final payment of the balance due will be made.

In case of payments for heating apparatus, monthly payments of eighty per cent will be so made, and an additional payment of ten per cent upon completion of a test of the heating apparatus at the contractor's expense. The final payment of ten per cent will be made after the heating apparatus shall have been operated for one heating season to the satisfaction of the Treasury Department.

EIGHT-HOUR LAW.

The attention of bidders is called to the act of Congress, approved August 1, 1892, limiting the hours of daily service of laborers and mechanics employed upon public works of the United States to eight hours in any one calendar day.

RIGHTS RESERVED.

The Treasury Department reserves the right to accept any part or parts of the proposal made at the prices included in same; also to waive any informalities in, and to reject any and all proposals, and to require the contractor to discontinue the services of any workman employed on the work who is unskillful or otherwise objectionable.

TIME OF TRANSMISSION.

Proposals shall be transmitted in time to reach the Supervising Architect's Office before the hour set for opening bids. No proposal received after that time will be considered.

INDORSEMENT.

Each proposal must be inclosed in an envelope, sealed, and indorsed as follows:

"Proposal for the General Excavation, etc., for the U.S.Mint, Denver, Colo.",

From [Here insert name and address of bidder.]

and addressed to—

Acting Supervising Architect,

~~THE SUPERVISING ARCHITECT,~~

TREASURY DEPARTMENT,

WASHINGTON, D. C.

S P E C I F I C A T I O N .

GENERALLY.

Proposals must be made in one sum on the form hereto attached for all the labor and materials required for the general excavation, test pits and preliminary grading for the U.S.Mint building at Denver, Colo., in strict accordance with drawing No.1-B and this specification.

Each bidder must state the price per cubic yard for excavating; said price to be the basis of computation for any additions to, or omissions from, the work as shown on the drawing and required by the specification.

Each bidder must state the time in which he will complete the work, which time must not exceed thirty days from the date of the approval of the formal bond by the Secretary of the Treasury.

It will be an obligation of the contract that the work shall progress continuously and with a sufficient force of workmen to secure its completion within the time stipulated.

SURVEY.

The contractor must employ and pay for the services of a competent engineer or surveyor to lay out the work in strict accordance with the drawing and at completion of the work, to furnish to the Superintendent a certificate that the lines and levels are correct and in accordance with the drawing.

GENERAL EXCAVATION, ETC.

The work to be performed in strict accordance with the drawing, the slopes to be at the ratio of one vertical to two horizontal, and the contractor must take all necessary precautions against bank slides and, if necessary, must furnish and place suitable substantial shoring, which will remain the property of the Government.

The contractor must remove from sidewalks, beyond the lot line, all earth that has washed from the lot since the streets and sidewalks have been graded.

Should rock, boulders, old cellar foundation walls, old concrete foundations, or other impediment be found, the contractor must remove the same and do all drilling and blasting required.

The test pits to be dug where indicated, each to be 5'0" diameter, to extend to depth shown and to be sheathed with 2" planks thoroughly braced against collapse. The contractor must report fully the nature of each foot of the clay, gravel, &c., removed from each of the pits, as the same is met in performing the excavation.

The line of trees near to, and parallel with, South 13th Street,

to be strongly boxed and carefully protected from damage; all other trees to be removed and their roots grubbed out.

After completion of the work, the contractor must remove from the premises all surplus earth and other material excavated, including pipes, old foundations, &c., and any sewer, gas or other piping met with in performing the excavation must be removed to outer lines of the excavation, where the piping must be cut and remaining end to be properly capped.

DAMAGE, &c.

The contractor will be held responsible for and be required to make good at his own expense any and all damage to surrounding streets done or caused by his workmen or in the execution of his contract, and the entire work to be completed to the satisfaction of the Superintendent and the Supervising Architect.

C. E. Kemper,

Acting Supervising Architect.

PROPOSAL FOR THE GENERAL EXCAVATION, ETC., FOR THE U. S. MINT AT
DENVER, COLO.

----- 1897.

Mr. C.E.Kemper,
Acting Supervising Architect,
Treasury Department,
Washington, D. C.

Sir:

----- hereby propose to furnish all the labor and materials
required to complete the general, and test pit excavation and pre-
liminary grading for the U.S.Mint at Denver, Colo., in strict ac-
cordance with drawing No.1-B and the specification, for the sum of:

----- (\$- - - -)

Price per cu.yd. for excavation - - - - (\$- - - -)

Time to complete - - - - -

Signature - - - - -

Address - - - - -

Names of Individual Members of Firm.

Name of Corporation

Name of President

Name of Secretary

Under what law corporation is
organized

PROPOSAL FOR THE GENERAL EXCAVATION, ETC., FOR THE U. S. MINT AT
DENVER, COLO.

- - - - - 1897.

Mr. C.E.Kemper,
Acting Supervising Architect,
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Price per cu.yd. for excavation - - - - - (\$- - - - -)

Time to complete - - - - -

Signature - - - - -

Address - - - - -

Names of Individual Members of Firm.

- - - - -

- - - - -

Name of Corporation

Name of President

- - - - -

- - - - -

Name of Secretary

Under what law corporation is
organized

- - - - -

- - - - -

PROPOSALS FOR THE GENERAL EXCAVATION, ETC., FOR THE U. S. MINT AT
DENVER, COLO.

TREASURY DEPARTMENT, Office Supervising Architect, Washington, D.C., June 15, 1897. SEALED PROPOSALS will be received at this office until 2 o'clock, P.M., on the 8th day of July, 1897, and opened immediately thereafter, for all the labor and materials required for the general excavation and test pits for the U.S. Mint building at DENVER, COLO., in accordance with drawing and specification, copies of which may be had at this office or at the office of the Superintendent at Denver, Colo. Each bid must be accompanied by a certified check for a sum not less than 2% of the amount of the proposal. The right is reserved to reject any or all bids and to waive any defect or informality in any bid should it be deemed in the interest of the Government to do so. All proposals received after the time stated will be returned to the bidders.

Proposals must be enclosed in envelopes, sealed and marked, "Proposal for the General Excavation, etc., for the U.S. Mint at Denver, Colo.", and addressed to C.E. Kemper, Acting Supervising Architect.

N.B.

The regulations of the Department strictly prohibit the consideration of bids received after the time stated for opening in the advertisement. Bidders are therefore requested to allow ample time for the transmission of their bids by mail. Registered letters usually reach this office at least 24 hours behind the regular mail.

GENERAL INSTRUCTIONS AND INFORMATION.

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT.

PROPOSALS for General Excavation, etc., for the

U. S. Mint, Denver, Colo.

invited by public advertisement, dated June 15, 1897.

BLANK FORM.

Each bidder must obtain a blank form of proposal from the Office of the Supervising Architect and prepare and submit his proposal thereon. The original drawings named in the specifications will be retained in the Office of the Supervising Architect, and tracings or photographic copies of the same will be furnished bidders upon application therefor.

RETURN OF DRAWINGS.

Parties obtaining copies of drawings must return them within 15 days from the time of receipt.

COMPETENCY OF BIDDER.

Proposals from parties who are not known to be regularly and practically engaged in the class of work called for by the drawings and specifications, or who do not possess ample facilities for doing the same, will not be considered.

PRELIMINARY REQUIREMENTS.

Before submitting a proposal, each bidder must make a careful examination of the drawings and specifications, and fully inform himself as to the quality of materials and character of workmanship required, and make a careful examination of the place where the materials are to be delivered and the work performed, and make all necessary measurements.

QUALITY OF MATERIALS.

Unless otherwise specified, the materials furnished must be of the best quality, make, and device for the purpose required, and the bidder must make his estimates accordingly.

FORM OF PROPOSAL AND SIGNATURE.

Each bidder must state in his proposal, in writing and in figures (without interlineation, alteration, or erasure), the sum of money for which he will supply the materials and perform the work required by the drawings and specifications, and in the event he is willing to complete the work in a shorter period than the limit fixed by the specification (or if no limit be so fixed), the time for completion.

The proposal must be signed with the full name, address, and place of residence of the bidder; if the bidder be a copartnership, then in the copartnership name by a member of the firm, and the names and addresses in full of each member of the firm must be given; and if a corporation, by an officer in the corporate name, and the corporate seal must be attached to the signature.

FORFEITURE FOR DELAY.

Each bidder must understand that, should his proposal be accepted, he is to forfeit to the United States the sum of ten dollars (\$10.00) as liquidated damages, for each and every day's delay not caused by the Government that may occur beyond the time stipulated in his proposal for the supply of all the materials and the performance and completion of the work; subject, however, to the discretion of the Secretary of the Treasury; and that he is to be entitled to one day, in addition to said stipulated time, for each and every day's delay that may be caused by the Government.

ALTERATIONS AND ADDITIONS.

The Department reserves the right to make any additions to or omissions from the work or materials herein provided for; the valuation of such work and materials, if not agreed upon, to be determined on the basis of the contract unit of value of material and work referred to; or, in the absence of such unit of value, on prevailing market rates; which market rates, in case of dispute, are to be determined by the Supervising Architect, whose decision with reference thereto shall be binding upon both parties; and that no claim for damages, on account of such changes or for anticipated profits, shall be made or allowed.

CERTIFIED CHECK.

Each bidder must submit with his proposal a certified check, in a sum equal to 2 per cent of the amount of his proposal, drawn to the order of the Treasurer of the United States, and the proceeds of said check shall become the property of the United States, if, for any reason whatever, the bidder, after the opening of the bids, withdraws from the competition, or if he refuses to execute the contract and bond required in the event of the said contract being awarded to him.

The checks submitted by the unsuccessful bidders will be returned to them after the approval of the contract or bond to be executed by the successful bidder.

Bidders are hereby notified that the certified check required with their bid must be drawn to the order of the Treasurer of the United States; a check drawn to bidder's own order or to order of any other person than the Treasurer of the United States, although indorsed by the party to whose order it is drawn, and although certified or accepted by the bank on which it is so drawn, will not be accepted as a certified check such as is required under this invitation.

SAMPLES.

Where the work contemplated by the advertisement requires the use of stone, each bidder must submit with his proposal a sample of the stone which he offers to furnish; and in all other cases the successful bidder must promptly furnish samples, in duplicate, of such materials as may be designated by the Supervising Architect within the time required, and no material must be put in place until after the approval of such samples. No bids for construction of stonework will be considered unless the sample is furnished as required, and any delay on the part of the contractor in furnishing samples of material will be considered as a waiver of any claim for remission of penalties for delay in completion of contract. Each sample must be properly labeled with the title and location of the building, and the name of the contractor plainly marked thereon; and, if of stone, must bear the name and location of the quarry from which obtained; and, if of brick, show the place of manufacture. In case of failure to comply with these requirements, the Department shall have the right to reject the proposal of any bidder and forfeit his certified check.

PROTECTION OF WORK AND MATERIALS.

All work and materials embraced in his contract shall remain at the risk of the contractor until the final completion and acceptance of the same; and the contractor must, at his expense, take out all necessary policies of insurance for his protection.

FORM OF CONTRACT.

The contract which the bidder agrees to enter into shall be in the form adopted and in use in the Office of the Supervising Architect; blank forms of which can be inspected at said office, and will be furnished, upon request being made, to parties proposing to put in bids. Bidders are understood as agreeing to accept the terms and conditions contained in such form of contract, the right being reserved to the Treasury Department to add to, or modify, said form of contract at will.

PARTIES IN INTEREST.

No officer of the Treasury Department, superintendent, inspector, clerk, employee, or other person in any manner connected with the Office of the Supervising Architect, shall be interested, either directly or indirectly, in the contract or work herein provided for, or be entitled to any benefit derived therefrom; and any violation of this understanding shall work a forfeiture of all moneys which may become due to the successful bidder.

SUBCONTRACTORS.

No subcontractor or person furnishing material, or employed by the contractor, will be recognized, except as provided for by act of Congress approved August 13, 1894, which act requires that, before the commencement of the work, the contractor shall execute a penal bond, with good and sufficient surety, providing that he shall promptly make payments to all persons supplying him labor and materials in the prosecution of the work provided for in such contract.

PAYMENTS.

Payments will be made monthly, as near as may be, on account of the work satisfactorily executed and in place in the building. Such payments will be based upon the estimated value of the quantity of such work as ascertained by the Supervising Architect by computation from the contract unit of value, less ten per cent of such estimate, which will be retained until the entire and satisfactory completion, final inspection, and acceptance of all the materials and work embraced in the contract, at which time final payment of the balance due will be made.

In case of payments for heating apparatus, monthly payments of eighty per cent will be so made, and an additional payment of ten per cent upon completion of a test of the heating apparatus at the contractor's expense. The final payment of ten per cent will be made after the heating apparatus shall have been operated for one heating season to the satisfaction of the Treasury Department.

EIGHT-HOUR LAW.

The attention of bidders is called to the act of Congress, approved August 1, 1892, limiting the hours of daily service of laborers and mechanics employed upon public works of the United States to eight hours in any one calendar day.

RIGHTS RESERVED.

The Treasury Department reserves the right to accept any part or parts of the proposal made at the prices included in same; also to waive any informalities in, and to reject any and all proposals, and to require the contractor to discontinue the services of any workman employed on the work who is unskillful or otherwise objectionable.

TIME OF TRANSMISSION.

Proposals shall be transmitted in time to reach the Supervising Architect's Office before the hour set for opening bids. No proposal received after that time will be considered.

INDORSEMENT.

Each proposal must be inclosed in an envelope, sealed, and indorsed as follows:

"Proposal for the **General Excavation, etc., for the U.S.Mint, Denver,**
Colo.,

From [Here insert name and address of bidder.]

and addressed to—

Acting Supervising Architect,
~~THE SUPERVISING ARCHITECT~~
TREASURY DEPARTMENT,
WASHINGTON, D. C.

S P E C I F I C A T I O N .

GENERALLY.

Proposals must be made in one sum on the form hereto attached for all the labor and materials required for the general excavation, test pits and preliminary grading for the U.S.Mint building at Denver, Colo., in strict accordance with drawing No.1-B and this specification.

Each bidder must state the price per cubic yard for excavating; said price to be the basis of computation for any additions to, or omissions from, the work as shown on the drawing and required by the specification.

Each bidder must state the time in which he will complete the work, which time must not exceed thirty days from the date of the approval of the formal bond by the Secretary of the Treasury.

It will be an obligation of the contract that the work shall progress continuously and with a sufficient force of workmen to secure its completion within the time stipulated.

SURVEY.

The contractor must employ and pay for the services of a competent engineer or surveyor to lay out the work in strict accordance with the drawing and at completion of the work, to furnish to the Superintendent a certificate that the lines and levels are correct and in accordance with the drawing.

GENERAL EXCAVATION, ETC.

The work to be performed in strict accordance with the drawing, the slopes to be at the ratio of one vertical to two horizontal, and the contractor must take all necessary precautions against bank slides and, if necessary, must furnish and place suitable substantial shoring, which will remain the property of the Government.

The contractor must remove from sidewalks, beyond the lot line, all earth that has washed from the lot since the streets and sidewalks have been graded.

Should rock, boulders, old cellar foundation walls, old concrete foundations, or other impediment be found, the contractor must remove the same and do all drilling and blasting required.

The test pits to be dug where indicated, each to be 5'0" diameter, to extend to depth shown and to be sheathed with 2" planks thoroughly braced against collapse. The contractor must report fully the nature of each foot of the clay, gravel, &c., removed from each of the pits, as the same is met in performing the excavation.

The line of trees near to, and parallel with, South 13th Street,

to be strongly boxed and carefully protected from damage; all other trees to be removed and their roots grubbed out.

After completion of the work, the contractor must remove from the premises all surplus earth and other material excavated, including pipes, old foundations, &c., and any sewer, gas or other piping met with in performing the excavation must be removed to outer lines of the excavation, where the piping must be cut and remaining end to be properly capped.

DAMAGE, &c.

The contractor will be held responsible for and be required to make good at his own expense any and all damage to surrounding streets done or caused by his workmen or in the execution of his contract, and the entire work to be completed to the satisfaction of the Superintendent and the Supervising Architect.

C. E. Kemper,

Acting Supervising Architect.

PROPOSAL FOR THE GENERAL EXCAVATION, ETC., FOR THE U. S. MINT AT
DENVER, COLO.

- - - - - 1897.

Mr. C.E.Kemper,
Acting Supervising Architect,
Treasury Department,
Washington, D. C.

Sir:

----- hereby propose to furnish all the labor and materials
required to complete the general, and test pit excavation and pre-
liminary grading for the U.S.Mint at Denver, Colo., in strict ac-
cordance with drawing No.1-B and the specification, for the sum of:

- - - - -
- - - - - (\$- - - - -)
Price per cu.yd. for excavation - - - - - (\$- - - - -)
Time to complete - - - - -

Signature - - - - -

Address - - - - -

Names of Individual Members of Firm.

- - - - -
- - - - -

Name of Corporation

Name of President

- - - - -

- - - - -

Name of Secretary

Under what law corporation is
organized

- - - - -

- - - - -

PROPOSAL FOR THE GENERAL EXCAVATION, ETC., FOR THE U. S. MINT AT
DENVER, COLO.

----- July 3, ----- 1897.

Mr. C.E.Kemper,
Acting Supervising Architect,
Treasury Department,
Washington, D. C.

Sir:

We
----- hereby propose to furnish all the labor and materials
required to complete the general, and test pit excavation and pre-
liminary grading for the U.S.Mint at Denver, Colo., in strict ac-
cordance with drawing No.1-B and the specification, for the sum of:

----- Thirty-five hundred and ninety-four dollars -----

----- (\$- 3594.00 -) -----

Price per cu.yd. for excavation ----- Thirty-five cents ----- (\$- 0.35 -)

Time to complete ----- Thirty (30) days -----

Signature ----- John D. McGilvray & Co. -----

Address ----- Denver, Colo. -----

Names of Individual Members of Firm.

----- John D. McGilvray ----- Robert Findlay -----

Name of Corporation ----- Name of President -----

Name of Secretary ----- Under what law corporation is -----
organized -----

C. E. KEMPER,
Acting Supervising Architect.
July 8, 1897.

TREASURY DEPARTMENT,

R.F. G. J.A.W.
B.

OFFICE OF THE SECRETARY,

Washington, D.C., July 12, 1897.

Messrs. John D. McGilvray, & Co.,

Denver, Colorado.

Gentlemen:-

Your proposal dated the 3rd instant, received under advertisement dated the 15th ultimo and opened on the 8th instant, to furnish all the labor and materials required to complete the general excavation, the test pit excavation and preliminary grading for the U.S. Mint at Denver, Colorado, In strict accordance with drawing #1-B and the specification, for the sum of three thousand five hundred and ninety-four dollars, (\$3,594.00) is hereby accepted.

It is understood that the work is to be completed within thirty (30) days from the date of the approval of the formal contract and bond which you will be required to execute as a guarantee for the faithful performance of the work, said bond to be in the sum of one thousand eight hundred dollars (\$1,800.00), a form for which will be forwarded to you for execution and return to this Department for examination, approval and file; and it is further understood that the said contract and bond must be executed and returned by you within five (5) days from the date of its receipt.

It is also understood and agreed that the work embraced in this acceptance is not to be commenced by you until the approval

- 2 -

of your said contract and bond, of which you will be notified.

Please promptly acknowledge the receipt of this letter.

Respectfully yours,

L. J. GAGE,

Secretary.

C.

John O. McElwain and Co., general excavators 7/12/97

